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THIS INSTRUMENT WAS PREPARED BY ~~XXXXXXXXXXXX~~  
AND AFTER RECORDING RETURNED TO: ~~FOR RECORD~~

Laurence B. Dobkin, Esq. 1993 DEC 29 PM 12:47  
Altheimer & Gray  
10 South Wacker Drive  
Suite 3800  
Chicago, Illinois 60606

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## AMENDMENT TO SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AMENDMENT TO SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), made as of this 23rd day of December, 1993, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation of the United States, (hereinafter referred to as "Mortgagee") and BENNETT & KAHNWEILER INCORPORATED, an Illinois corporation (hereinafter referred to as "Tenant").

### RECITALS:

A. To evidence a loan AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust No. 108380-01 dated May 15, 1989 ("Landlord"), executed and delivered that certain Installment Note in the principal amount of Seven Million and 00/100 Dollars (\$7,000,000.00), payable to the order of Mortgagee, dated November 30, 1989, which was amended by a certain First Amendment to Construction Loan Agreement dated August 15, 1991, and a certain Extension Agreement dated December 31, 1991, recorded in the office of the Recorder of Deeds of Cook County, Illinois on March 13, 1992, as Document No. 92133249 and as further amended by a certain Second Extension Agreement and Modification of Mortgage dated December 31, 1992 recorded in the office of the Recorder of Deeds of Cook County, Illinois on February 10, 1993, as Document No. 93112766 and a certain Third Extension Agreement and Modification of Mortgage of even date herewith (said Installment Note, as so amended, is hereinafter referred to as the "Note"), and to secure the Note, executed and delivered a mortgage in favor of Mortgagee dated November 30, 1989, in the office of the Recorder of Deeds, Cook County, Illinois, as Document No. 89618045 (said mortgage as amended by the aforesaid amendments and extensions, as hereinafter referred to as the "Mortgage") mortgaging certain property as described in the Mortgage including the real estate in Cook County, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof, and commonly known as 210-214 West Van Buren Street, Chicago, Illinois 60607 ("Mortgage Premises").

B. By Lease agreement dated November 30, 1989, and as amended concurrent herewith, executed by Landlord ("Lease Agreement"), Landlord leased to Tenant a portion of the building

BOX 333 - TH

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STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 13, 1968

REPORT OF THE  
COMMISSIONERS OF THE  
STATE LANDS

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located at the Mortgage Premises consisting of approximately 4,000 square feet of space ("Leased Premises") for a lease term of seven (7) years to commence and expire as provided by the terms and conditions of the Lease Agreement. By the provisions of Lease Agreement and particularly Section 16, Landlord reserves the right to require that the Lease Agreement be subordinate to the lien of Mortgage.

C. Concurrent herewith, Landlord and Tenant have entered into that certain Third Amendment to Office Lease (the "Third Amendment") further amending the Lease Agreement as therein set forth.

D. On November 30, 1989, Mortgagee and Tenant executed that certain Subordination, Nondisturbance and Attornment Agreement (the "SNDA").

E. Landlord, Van Buren Associates, an Illinois general partnership ("Borrower") and Mortgagee entered into a Construction Loan Agreement dated November 30, 1989 which was amended by a certain First Amendment to Construction Loan Agreement dated August 15, 1991, and as further amended by a certain Second Amendment to Construction Loan Agreement dated December 31, 1991, and as further amended by a certain Third Amendment to Construction Loan Agreement dated December 31, 1992 (said Construction Loan Agreement as so amended is herein referred to as the "Loan Agreement").

F. Concurrent herewith Landlord, Borrower and Mortgagee have entered into that certain Fourth Amendment to Construction Loan Agreement (the "Fourth Amendment") further amending the Loan Agreement.

G. The parties desire to further amend the SNDA to reflect the further amendments to the Loan Agreement, the Note and the Mortgage made concurrently herewith.

NOW, THEREFORE, in consideration of the premises and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof by this reference thereto.

2. The SNDA is hereby further amended to reflect that whenever therein reference is made to the Loan Agreement, the Note, the Mortgage or any other items of Additional Collateral therein described, such references are to, respectively, the Loan Agreement, the Note, the Mortgage and the Additional Collateral, each as amended heretofore and concurrently herewith. This Agreement may be executed in multiple counterparts.

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3. As an inducement to Mortgagee to enter into this Agreement, Tenant hereby certifies, represents and covenants that:

(i) it has no knowledge of any defaults or potential breaches on the part of Landlord under the Lease Agreement or any circumstances giving rise to any credit or set-off against the obligation for present or future rentals, and has no notice of any prior assignment or pledge of the rents under the Lease except to Mortgagee;

(ii) it agrees to give Mortgagee written notice of any default(s) by Landlord under the Lease Agreement concurrently with the giving of any such notice to Landlord;

(iii) it agrees that Mortgagee shall have the right to cure any default by Landlord under the Lease Agreement on behalf of Landlord within thirty (30) calendar days after receipt of written notice of any such default by Mortgagee;

(iv) it further agrees not to invoke any of its remedies, either express or implied, under the Lease Agreement (except in the case of emergency repairs) after the thirty (30)-day calendar period referenced hereinabove provided Mortgagee is proceeding with due diligence to cure any such default;

(v) the Lease term commences on June 1, 1990; that the Lease terminates June 30, 2000; that the monthly rent is \$8,333.33 during the first year and shall increase 2% each anniversary of the commencement date based on the month prior to the said anniversary until June 30, 1998 and that the monthly rent for the period July 1, 1998 - June 30, 2000 shall be as set forth in the Third Amendment; and

(vi) that rent will not be paid more than one month in advance without the prior written consent of Mortgagee.

4. Any and all notices required or agreed to be given pursuant hereto shall be sufficient if in writing and may be hand delivered or mailed by United States Certified or Registered Mail, postage prepaid, addressed to Mortgagee and Tenant as follows:

If to Mortgagee:

American National Bank and Trust  
Company of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attn: Jennifer Childe  
Second Vice President

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210 West Van Buren  
Chicago, Illinois 60606  
Attention: Richard C. Berger

With a copy to:

Katz Randall & Weinberg  
Suite 2300  
200 North LaSalle Street  
Chicago, Illinois 60601  
Attention: Benjamin J. Randall

All mailed notices shall be deemed to have been given two (2) days following the postmark dates thereof. All hand delivered notices shall be given as of the date of receipt.

5. In all other respects, the SNDA shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagee and Tenant have caused this Agreement to be executed by their duly authorized officers, and their respective corporate seals affixed hereto, as of the day and year first above written.

**MORTGAGEE:**

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

By: [Signature]  
Title: Asst. Vice President

ATTEST:

[Signature]  
Asst Secretary

**TENANT:**

BENNETT & KAHNWEILER INCORPORATED,  
an Illinois corporation

By: [Signature]  
Title: President

ATTEST:

[Signature]  
Asst Secretary

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SECRETARY

SECRETARY



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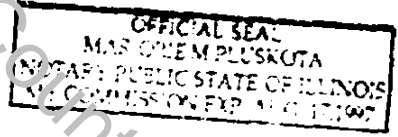
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Marjorie M. Pluskota, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William C. Wood, Secretary President of American National Bank and Trust Company of Chicago, a corporation of the United States, and William C. Wood, Asst. Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secretary President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix said seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of December, 1993.

Marjorie M. Pluskota  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

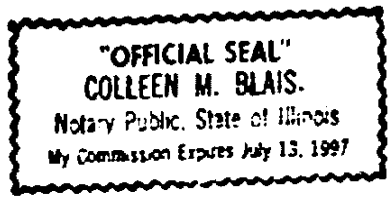


I, Colleen M. Blais, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald W. Schaumberger, President of Bennett + Kahweiser Inc and Walter H. Zegers, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of December, 1993.

Colleen M. Blais  
Notary Public

My Commission Expires:  
July 13, 1997



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DEPARTMENT OF REVENUE

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

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CHICAGO, ILL. 60601

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## Exhibit A

### PARCEL 1:

SUB-LOT 3 IN LAPLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095.

### PARCEL 2:

6 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING SUB-LOT 3 AS SHOWN ON THE PLAT OF LAPLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095.

### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT DATED JULY 6, 1886 AND RECORDED MAY 23, 1887 AS DOCUMENT 832440 MADE BY JOHN G. SHORTALL AND OTHERS OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3 IN LOOMIS AND OTHERS SUBDIVISION AFORESAID 80 FEET NORTH OF THE NORTH LINE OF VAN BUREN STREET; RUNNING THENCE EAST 73-1/2 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 2 AFORESAID, AND 20 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 12 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 13 AFORESAID; THENCE WEST 73-1/2 FEET TO A POINT IN THE EAST LINE OF MAIN ALLEY RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SAID BLOCK 91, 6 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 12 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 210-214 WEST VAN BUREN, CHICAGO, ILLINOIS.

PIN NO. 17-16-228-013-0000

